

THE POCAHONTAS TIMES

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CALVIN W. PRICE, EDITOR.

THURSDAY, NOVEMBER 8, 1923

Old Cervus, the buck deer, goes bounding along like a golf ball, during these days of peril, and the bullets cut around him like the slings and arrows of outrageous fortune.

But most of the deer are going to survive the ordeal, for the reports of tragedies in the woods come in very slowly. This means that few are being destroyed, or else the killing of a deer is a neighborhood secret, the penalty of divulging it being another neighborhood secret.

Shakespeare speaks of a deer and the big round tears that coursed one another down his innocent nose in piteous chase. That must have been another kind of a deer from the ones in these woods for here they go elsewhere without delay.

In the deep valley of the Elk River two law-abiding hunters jumped a doe and a fawn out of a thicket and allowed them to go unharmed. They crossed over a small spruce and three shots rang out. The two hunters followed and found both deer dead, and they began to read the signs, being in mood to arrest the hunter who was responsible if he could be found. It was a clear case of cervicide, and they pursued the same tactics in searching for clues that would have been used if it was a case of homicide.

There are two things that mark the deer and classify them: First that the bucks have horns that are shed each year, and the second common trait is that the fawns are all spotted. The Virginia deer qualifies under both points and that is something beyond question. Darwin made a great point about the fawns of the numerous deer all being spotted. I forget just what he proved by it in evolution but it was something very wonderful that no matter how far apart the different kind of deer might get in the course of their growth that the young were all more or less uniformly spotted. Something about the habits and habitat of the grown up deer influencing the succeeding generations. Thus in the old time drinking days all babies were born with nice noses that did not get red until after forty years.

I believe this is the fourth editorial that I have written on the subject of the deer this fall, and I feel that the excitement over the subject is justification for a series of sermons. I think it was a touch of the old time deer fever. It broke out in a virulent form in some of my contemporaries, so that they armed themselves and left friends and fire side to wander in the howling wilderness ready to shoot at a drop of the hat. With me it only caused a flow of words on the typewriter. Like the old hunter that "talks as familiarly of roaring lions as maids of thirteen do of puppy dogs."

But the times are changed from the days when a settler without losing any material time from the gathering of his crops could get a couple of dozen deer in the fall with an old mountain rifle, whereas the modern hunter with a repeating long distance gun finds it hard work to get any.

The old rule of the farmer-hunter was to get up about three o'clock in the morning and get himself a warm breakfast by the fire place, and take his gun and ammunition and walk some miles into the forest. At the break of day he would be on some distant ridge walking silently along and generally finding a deer just under the crest of the mountain. The deer was shot and toted in and a fair day's work done on the farm. And then the next morning the day's program would be the same. An old timer told me that he got eighteen deer in this way one fall and was not away from home over night, and did not miss much time from his farm work.

I think I have referred to the incident of the Kentucky wilderness hunters before. They were wintering in that country getting together a lot of hides. The weather turned warm and the hides did not keep. One of the hunters carved on a tree a legend that was read for many years thereafter: "2300 deer skins lost ruination by God!"

And I feel like saying: "2300 deer hunters in the woods, and news is scarce."

The Supreme Court of Appeals of West Virginia has recently decided a case of great importance to teachers, and that is that they may be employed for another year and contracted with, prior to the beginning of the school year. The school year begins on the 1st day of July and ends on the 30th day of June following. The terms of office of the members of the boards of education and the county superintendent begin on July 1 after the election. During the present year of 1922, the boards as constituted, changed as of July 1, two new members coming in and one holding over. In a good many districts in the State, a dispute arose between the old going board and the incoming board as to the right to designate the teachers for the current year. In some districts the new boards might have been elected on the issue of certain teachers holding over, and in such cases the old board forestalled action on the part of the new officials by meeting and electing teachers for important schools, leaving the new board to sit and look pretty and pay the very teachers that they were so anxious to throw out of office. A

couple of test cases found their way to the Supreme Court, and many other districts throughout the state waited for the interpretation of the law. The opinion was handed down August 30, but was not printed until much later.

It was not such a live question in Pocahontas county for we are a very polite people here and as the years go by seem to progress and live more and more into righteousness and falter forwards to sanctification. So the outgoing boards conferred with the incoming boards and agreed upon the teachers.

It is a weak place in the law that no matter how important a teacher may be, he can be employed for but one year at a time, and this prevents most teachers from making permanent improvements and setting up homesteads in the school districts in which they happen to be employed. Under the law in force a few short years ago they could not be employed until the third Monday in July. But the new school code changed that and provided that they should be employed before July 1. So that if a teacher had given satisfaction it was possible to settle the question of his re-employment for another year before his school closed, and that was a wise law. For a teacher if left to run loose was apt to file a large number of applications in order to be sure of a job. And he was just as apt to be elected to a number of them and as he could accept but one, a great confusion arose, and the schools found teachers in a haphazard sort of a way that was very annoying to all concerned.

This decision clears up the law. Most of the schools will wind up the year in April or May, and at that time or before, the teacher may be employed to teach another year and not be kept in a state of uncertainty for months and not know whether to plant a garden or not.

The decision also refers to the question of trustees for the sub-districts. It refers to the fact that under the old law, the board appointed trustees for each sub-district who were required to employ teachers. Under the new law the board may but is not required to appoint trustees and the opinion states that boards now seldom do appoint such trustees. I do not know how the local people regard it, but it seems to me that the question of trustees should be left with the board of education for it so often happens that the trustees fail to secure a teacher on the first round and the board and county superintendent are called upon to find a teacher for a school, and they do not know it as soon as they ought to, in order that the school be properly manned for the year. There are calls for teachers still coming in. It would be much better if the boards of education knew that they would have to find teachers and were given a chance to get to work on it before the school year opened.

Another thing, it takes an expert accountant to fix salaries under the new law, and if the secretary of the board was able to get his list of teachers made up before the school year opened, he would have a better chance to get his list of teachers in shape, and he could report at the levy term almost the exact amount that would be required to pay them. As it is now, only a rough estimate can be made for the board.

The expenditures for schools are so enormous that if they continue at even the present rate, it will not be long until the law will recognize the lowest salaried officers are charged with the most responsibility, and that it will be necessary to create a more comprehensive system to get better results for the vast sums of money collected and disbursed. It may result in better schools and fewer schools. In fine school houses with a house for the teacher as a part of the plant, and for contracts with teachers to continue for an indefinite period, or at least longer than one year, so that teaching may in fact become a profession.

some men are doomed from their birth to some time or other to shed human blood. And so if a man possessed of a devil that tormented him to kill a deer, is suddenly confronted with overwhelming temptation and shoots and kills a deer without horns, could he not plead the law of the brain storm and temporary insanity, and irresistible impulse and unwritten law? And should not the justice of the peace recognize the human frailty and be merciful?

There is one feature of the present game law that might arise at any time that will cause much scratching of the judicial head and the exercise of the logical mind, and that is that while the law is that a buck must have horns to be slain legally, there are many incidents accumulated throughout the ages of large bucks being killed that had no horns. My guess would be that upon a liberal construction of the law that such a deer, if an old deer, would not be protected by the loss of the horns, for the reason that the very fact that he had no horns indicated that he was useless for all purposes and that he cumbered the ground.

The distinguishing mark of deer as a species is the deciduous horn, that is the horns that are shed each year, and grow back larger than ever. The existence of these horns in deer is closely related to its powers of reproduction, and if a buck deer be castrated this process as to shedding or growing horns immediately ceases. It may occur that the horns may never again be shed, or being shed that they never will grow again. In like manner a doe, if suffering from diseased ovaries, may grow a set of horns. Every old time hunter of forty years ago could tell of big fat bucks without horns being killed.

Some years ago a writer came out and said that our Virginia deer was not a deer but an antelope, and being prone to believe everything that I see in print, I believed him and went about spreading the news that a deer was not a deer but an antelope, but I got straightened out on the subject again and I can assure you that it is not an antelope.

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IF IT'S INSURANCE YOU WANT. SEE F. M. SYDNOR, Manager HUNTER & EGHOLS INSURANCE AGENCY INC Marlinton, West Virginia.

Money to Loan at 5 1-2 percent The Pocahontas County Farm Loan Association of Marlinton, Pocahontas County, West Virginia, has money to loan to farmers on farm land, on easy terms. Call on the undersigned and fill out an application blank. P. T. WARD, Sec.-Treas.

The Genuine Bruner Suitings FOR FALL AND WINTER 1923-24 ON DISPLAY For fine Tailoring, come in and inspect them. W. A. THIEDE, Tailor MARLINTON, W. VA.

A share of your business solicited T. S. McNEEL INSURANCE AND BONDS Marlinton W. Va. Successor to Goodsell Insurance Agency Life, Fire and Accident, Automobiles and Live Stock, Bonds of all kinds, Money to Loan on Farms. Office 2nd floor, First National Bank Building.

FISK TIRES C. J. Richardson Marlinton, W. Va. Notice of Trustee's Sale Pursuant to authority vested in us by the deeds of trust hereinafter mentioned, to wit: A deed of trust dated August 25, 1915, executed by A. Klinebell and Nannie J. Klinebell, his wife, to W. R. Moore, Trustee, to secure C. E. Adams, of record in the office of the clerk of the county court of Pocahontas county, West Virginia, in trust deed book number 9 at page 193; a deed of trust dated March 24, 1920, executed by A. Klinebell, widower, to G. W. Sharp, Trustee, to secure C. E. Adams, of record in said office in trust deed book number 11 at page 403; and a deed of trust dated June 3, 1922, executed by A. Klinebell and Mary S. Klinebell, his wife, to G. W. Sharp, Trustee, to secure C. E. Adams, of record in said office in trust deed book number 12 at page 264, the undersigned trustees, on Monday, November 19, 1923, between the hours of 10 a. m. and 4 p. m., at the front door of the court house of said Pocahontas county, will sell at public auction to the highest bidder the following described real estate situated at Clover Lick in said county, consisting of dwelling house and out buildings and six or seven acres of land described in the first named deed of trust as follows, to-wit: A lot from W. H. Barnes and wife, another lot from W. H. Barnes and wife, another lot from Isaac Daugherty and wife, another lot from Isaac Daugherty and wife, reference is made to said deeds of trust for a fuller and more complete description of said lands. This is the property now occupied by the family of said A. Klinebell. Terms of Sale—One third cash on day of sale, and the residue upon a credit of one and two years from day of sale, the purchaser executing notes with good personal security for such deferred payments, and the legal title to the said property will be retained as further security, the grantors in said trust deed not having designated the terms upon which the said real estate shall be sold. Given under my hand this 5th day of October 1923. T. S. McNeel, Trustee.

Notice of Trustees Sale Notice is hereby given that the undersigned Trustee, acting pursuant to the authority of a certain deed of trust executed by Allie J. Yeager and C. A. Yeager, her husband, and Robert J. Parish and Carrie E. Parish, his wife, to myself as Trustee to secure Isaac McNeel in the payment of a note of \$1100.00, dated February 12, 1907, and the interest thereon, which deed of trust bears date the 12th day of February, 1907, in the office of the clerk of the County Court of Pocahontas County, West Virginia, in Trust Deed Book No. 4 at page 307, will on the 12th day of November, 1923, at one o'clock p. m. of that day, at the front door of the Court House of Pocahontas County, in the Town of Marlinton, West Virginia, proceed to sell at public auction to the highest bidder the following real estate, to-wit: Those certain lots, tracts or parcels of land situated in the Town of Marlinton, West Virginia, known as and designated on the proper plat of said Town as Lot No. 3 in Block No. 22, and the Southern half of Lot No. 2 in Block No. 22, and known as the residence property of Marie Duncan. Terms of Sale: Sufficient cash on day of sale to pay the costs of executing this trust, the debt secured by the same and the interest thereon, and any taxes and insurance paid on the said property; and for the residue of the purchase money a credit of one and two years will be given, the purchaser to execute his interest bearing notes with good personal security for such deferred payments, and the legal title to the said property will be retained as further security, the grantors in said trust deed not having designated the terms upon which the said real estate shall be sold. Given under my hand this 5th day of October 1923. T. S. McNeel, Trustee.

Cockerels For Sale S. C. White Leghorns, R. I. Reds, Barred Rocks, White Wyandotte, and Shepherd Anconas. All from pure bred high egg producing pedigreed stock. Prices ranging from \$1.50 to \$2.50 according to color, type and size. Oak Crest Poultry Farm Mill Point, W. Va.

For Sale A limited number of Rose Combed Rhode Island Red cockerels, deep rich color, Tompkins strain, March hatch. \$2.50 at farm and \$3 at express office if taken by November 15. C. L. BARLOW, Edray, W. Va.

DELCO-LIGHT "Electricity for every farm" Write or phone for Catalogue ACCESSORIES and SUPPLIES Marlinton Electric Co. DEALERS

Notice to Tax Payers Notice is hereby given that the undersigned Sheriff of Pocahontas County will attend in person or by deputy at the following time and place for the purpose of collecting taxes due: GREENBANK DISTRICT Thornwood... Nov. 1, in morning Bartow... Nov. 1, in afternoon Durbin... Nov. 2 Hosterman... Nov. 3, in morning Nottingham... Nov. 3, in afternoon Cass... Nov. 5 and 6 Spruce... Nov. 6 at night Raywood... Nov. 7, after 4 p. m. Boyer... Nov. 10 Arbovale... Nov. 12 Greenbank... Nov. 13 Dunmore... Nov. 14 I will visit the taxpayers of Wildell and May in person before the end of the discount period.

EDRAY DISTRICT Stony Bottom... Nov. 8, till noon Cloverlick... Nov. 8, afternoon, night Onoto... Nov. 23, until 3 p. m. Mace... Nov. 12, in morning Brady... Nov. 12, in afternoon Linwood... Nov. 13, until 2 p. m. Slatyfork Commissary, Nov. 13, after 4 p. m., and Nov. 14 until 10 am Elk, Robt Gibson's, Nov. 14, afternoon Edray... Nov. 10 Buckeye... Nov. 24 Marlinton... Nov. 26, 27, 28

HUNTERSVILLE DISTRICT Frost... Nov. 5 Minnehaha Springs... Nov. 6 Huntersville... Nov. 7 Clawson... Nov. 8 LITTLE LEVELS DISTRICT Droop Mt., Wallace Kershner, Nov. 5 Locust... Nov. 6, in morning Beard... Nov. 6, in afternoon Seebert... Nov. 7 Millpoint... Nov. 8 Hillsboro... Nov. 9 Lobella... Nov. 10 Jacob... Nov. 12

With the exceptions of dates listed above, books will be found at the following places: Greenbank District, B. R. Beard's, Bartow Edray District, in office, Marlinton Huntersville District, at Elmer Moore's, Minnehaha Springs Little Levels District, at T. A. Bruffey's, Hillsboro. A discount of 2 1-2 percent will be made to all persons who pay their taxes on or before the 30th day of November, 1923. Interest the rate of 10 percent per annum on the amount of each tax bill will be added thereto from the first day of January, 1924, until payment. B. B. BEARD, S. P. C.

Notice All persons having claims against the estate of Andrew Adkison will please present the same to me properly proven, at once, and any one owing his estate please come forward and settle. N. C. McNEEL, Adm'r. of Andrew Adkison, Deceased. Oct. 2, 1923; 4wks.

Farm for Sale 26 acres of good productive land, a fine young orchard of 138 trees, now in bearing, good barn, 5 room plastered house, good crops now on place. 2 good milk cows, about 150 chickens, good well on place. All farming tools goes with place possession at once. Opposite Store, Nottingham, W. Va. Write or come and see H. F. McAVAN, Nottingham, W. Va.

For Sale Good Home At Bargain Price. 50 acres \$3,600. Excellent buildings wates in house and barn, large orchard, some machinery. This house is in first class condition. Also 90 acre; stock, tools, poultry, bees, machinery and part of crops, only \$7000. Part cash; easy terms. Catalog free. P. L. WILLIAMS, Hartstown, Pa.

Notice Notice is hereby given to all persons who have accounts against the estate of the late J. E. McLaughlin to present them properly proven to the undersigned administrator at his office at Dunmore W. Va. This 9th of October 1923. O. L. McLaughlin Administrator of J. E. McLaughlin deceased.

Building Material Yellow pine, floor and ceiling, popular siding, casings and trimmings for inside and out. Door and window frames made to order, also dimension work. R. S. JORDAN, Marlinton, W. Va.

No Trespassing All persons are warned not to hunt, trap, fish or trespass in any other manner on the lands of the undersigned on Clover Creek and at Stony Bottom, and the Hevener land on Back Mountain. U. H. & J. M. Hammah.

Notice No hunting, no trespassing in any way on the lands of the undersigned. Samuel Kee & Hunter Kee. Dec. 1 Administrator's Notice Notice is hereby given to all persons having claims against the estate of the late Mrs. Annie Echard to present them proven according to law to the undersigned administrator at his residence at Hosterman, W. Va. All persons owing said estate will please prepare to settle at once. This 17th of October 1923. Zack Cassell Estate of Mrs. Annie Echard deceased.

H. M. LOCKRIDGE, Attorney-at-Law, Huntersville, W. Va. Prompt and careful attention given to all legal work. A. F. EDGAR, Attorney-at-Law, Marlinton, W. Va. Courts: Pocahontas and adjoining counties and the Supreme Court of Appeals. F. RAYMOND HILL, Attorney-at-Law, Marlinton, W. Va. Will practice in the courts of Pocahontas and adjoining counties, and in the Supreme Court of Appeals of West Virginia.

ANDREW PRICE Attorney-at-Law Marlinton, W. Va. W. A. BRATTON, Attorney-at-Law, Marlinton, W. Va. Prompt and careful attention given to all legal business. N. C. McNEEL, Attorney-at-Law, Marlinton, W. Va. Will practice in the courts of Pocahontas and adjoining counties, and in the Court of Appeals of the state of West Virginia.

L. M. McCLINTIC, Attorney-at-Law, Marlinton, W. Va. Will practice in the courts of Pocahontas and adjoining counties and in the Supreme Court of Appeals. P. T. WARD ATTORNEY-AT-LAW Marlinton, W. Va. J. E. BUCKLEY ATTORNEY-AT-LAW Marlinton, W. Va. Prompt and careful attention given to all legal business. Dr. E. G. HEROLD DENTIST MARLINTON, W. VA. Offices in Marlinton Electric Co. Bldg.

A. C. BARLOW Veterinarian and Dentist Onoto, W. Va. A. CLYDE HEROLD AUCTIONEER Mill Gap, Virginia The best in the south, satisfaction guaranteed. I can't be still, write or phone me. M. C. SMITH, Veterinarian Hillsboro, W. Va. All calls by mail or phone given prompt attention.

STUART & WATTS REAL ESTATE BROKERS Lewisburg, W. Va. We make a specialty of Greenbrier Valley Farming Land. See our representative L. P. McLaughlin, Hillsboro, W. Va. L. O. SIMMONS BICYCLE REPAIR SHOP Marlinton, W. Va. CHARLES SHINABERRY GENERAL AUCTIONEER Cloverlick, W. Va. All calls given prompt attention.

A. SHARP AUCTIONEER Cloverlick, W. Va. Phone Marlinton Central. W. A. BARLOW OLD RELIABLE AUCTIONEER Onoto, W. Va. All calls answered. WM. O. RUCKMAN LICENSED AUCTIONEER Millpoint, West Virginia A young man with the goods

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Picoting and Hem-Stitching All orders promptly filled. Mrs. J. E. BUCKLEY, Marlinton, W. Va.

WHEN IN DURBIN VISIT CENTRAL CAFE H. F. HYER, Mgr. Application for Pardon Notice is hereby given that on or about the 25th day of October 1923, an application will be filed with A. G. Jenkins, pardon Attorney, Charleston, W. Va., for the pardon of Roy Houchin convicted of the crime of second degree murder at the April term, 1922, of the Circuit Court of Pocahontas County and sentenced to imprisonment in the West Virginia Penitentiary for the period of six years.